

RESOLUTION NO. 6570

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, UPHOLDING THE DECISION OF THE PLANNING COMMISSION APPROVING SITE PLAN REVIEW #5-21, CONDITIONAL USE PERMIT #5-21, AND CONDITIONAL USE PERMIT #6-21 TO DEVELOP A 121-UNIT SINGLE ROOM OCCUPANCY HOUSING DEVELOPMENT, WITH SEVEN VERY LOW INCOME UNITS, AND TWO, SIX-TIER AUTOMATED PARKING STRUCTURES ON A ONE-ACRE PROPERTY IN THE M-1 (INDUSTRIAL) ZONE WITH, AND DIRECTING STAFF TO FILE A NOTICE OF EXEMPTION FOR A CLASS 32 IN-FILL DEVELOPMENT

(13126 S. WESTERN AVENUE (APN: 6102-006-013))

WHEREAS, On July 30, 2021, the applicant West Realty Group, Inc., represented by Lee Johnson, submitted an application for a site plan review and conditional use permit to construct the 121-unit single room occupancy (SRO) housing development, including seven affordable units, and an additional conditional permit for the construction of two, six-tier automated parking structures (the "Project") on the property at 13126 S. Western Avenue (the "Property");

WHEREAS, The General Plan Land Use Plan designation of the Property is Industrial, and the zoning is M-1 (Industrial);

WHEREAS, The Property is bounded by warehouse buildings to the north and east, Western Avenue to the west and West 132nd Street to the south;

WHEREAS, on February 15, 2022, the Planning and Environmental Quality Commission held the public hearing at which time it considered all material and evidence, whether written or oral, after which it adopted Resolution No. PC 4-22 approving the Project and directed staff to file a notice of exemption;

WHEREAS, on February 22, 2022, the project was called for review by Council Member Francis, and seconded by Mayor Cerda;

WHEREAS, on March 10, 2022, a public hearing was duly noticed for the City Council meeting of March 22, 2022, at which time it held the public hearing;

WHEREAS, at the close of the public hearing on March 22, 2022 the City Council voted to deny the project and directed staff to draft a resolution of denial by a vote of 3 to 2;

WHEREAS, on April 12, 2022, a second noticed, public hearing was held to receive additional testimony before the City Council took a final vote on the matter;

WHEREAS, prior to adopting this Resolution, the City Council voted to rescind the vote taken on March 22, 2022; and

WHEREAS, in making the various findings set forth herein, the City Council has considered all of the evidence presented by staff, the applicant, and the public, whether written or oral, and has considered the procedures and the standards required by the Gardena Municipal Code. The record of these proceedings can be found at the Community Development Department, Room 101, 1700 West 162nd Street, Gardena, California. The Director of Community Development is the custodian of such record.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. SITE PLAN REVIEW

Site Plan Review (#5-21) for the construction of a four-story residential building for 121 SRO units fronting Western Avenue, as shown on the plans presented to the City Council on March 22, 2022, is hereby approved based on the following findings and subject to the conditions attached hereto as Exhibit A.

A. The proposed development, including the uses and physical design, is consistent with the intent and general purpose of the general plan and provisions of the municipal code.

The General Plan Land Use Plan designates the Property as Industrial. The proposed project will further the goals, objectives and policies of the General Plan and not obstruct their attainment. Allowing the 121-unit single room occupancy housing development would be consistent with various goals and policies of the General Plan including the following:

- LU Goal 1 Preserve and protect existing single-family and low/medium-density residential neighborhoods while promoting the development of additional high quality housing types in the City.
- Policy LU 1.1: Promote sound housing and attractive and safe residential neighborhoods
- Policy LU 1.5: Provide adequate residential amenities such as open space, recreation, off-street parking, and pedestrian features in multifamily residential developments
- Policy LU 1.9: Allow well designed and attractive residential mixed-use development to occur on existing underutilized commercial/industrial blocks designed as Mixed-Use Overlay.
- Policy DS 2.3: Encourage a variety of architectural styles, massing, floor plans, color schemes, building materials, façade treatments, elevation and wall articulations.
- Policy DS 2.10: Provide landscape treatments (trees, shrubs, groundcover, and grass areas) within multi-family development projects in order to create a "greener" environment for residents and those viewing from public areas.
- Policy DS 2.11: Incorporate quality residential amenities such as private and communal open spaces into multi-unit development projects in order to improve

the quality of the project and to create more attractive and livable spaces for residents to enjoy.

- Policy DS 2.9: Integrate new residential developments with the surrounding built environment, in addition, encourage a strong relationship between the dwelling and the street.
- CI Goal 1 Promote a safe and efficient circulation system that benefits residents and businesses and integrates with the greater Los Angeles/South Bay transportation system.
- Policy CI 1.1: Prioritize long-term sustainability for the City of Gardena, in alignment with regional and state goals, by promoting infill development, reduced reliance on single-occupancy vehicle trips, and improved multi-modal transportation networks, with the goal of reducing air pollution and greenhouse gas emissions, thereby improving the health and quality of life for residents.
- CI Goal 3 Develop Complete Streets to promote alternative modes of transportation that are safe and efficient for commuters, and available to persons of all income levels and disabilities.
- Policy CI 3.3: Maintain and expand sidewalk installation and repair programs, particularly in areas where sidewalks link residential neighborhoods to local schools, parks, and shopping areas.
- CN Goal 2 Conserve and protect groundwater supply and water resources.
- Policy CN 2.2: Comply with the water conservation measures set forth by the California Department of Water Resources.
- CN Goal 3 Reduce the amount of solid waste produced in Gardena.
- Policy CN 3.1: Comply with the requirements set forth in the City's Source Reduction and Recycling Element.
- CN Goal 4 Conserve energy resources through the use of technology and conservation methods.
- Policy CN 4.2: Require compliance with Title 24 regulations to conserve energy.
- PS Goal 2 Protect the community from dangers associated with geologic instability, seismic hazards and other natural hazards.
- Policy PS 2.3: Require compliance with seismic safety standards in the Unified Building Code.
- Policy PS 2.4: Require geotechnical studies for all new development projects located in an Alquist-Priolo Earthquake Fault Zone or areas subject to liquefaction.
- N Goal 3 Develop measures to control non-transportation noise impacts.
- Policy N 3.1: Require compliance with a quantitative noise ordinance based on the Model Noise Ordinance developed by the (now-defunct) State of California Office of Noise Control.

- Policy N 3.3: Require compliance with construction hours to minimize the impacts of construction noise on adjacent land.
- Housing Goal 2.0 Provide opportunity for increasing the supply of affordable housing within the City with special emphasis on housing for special needs groups.
- Policy 2.2: Provide incentives for new housing construction, to encourage the production of affordable units. Encourage provision of units of various sizes to accommodate the diverse needs of the community, including seniors, students and young workers, and large households.
- Housing Goal 5.0 Promote equal opportunity for all residents to reside in the housing of their choice.
- Policy 5.2: Provide a range of housing options, locational choices, and price points to accommodate the diverse needs in Gardena and to allow for housing mobility.

The Project's design is high-quality, with a well-articulated building and pedestrian orientated environment that creates an attractive and safe residential neighborhood. The Project includes an abundant amount of open space including, open decks, outdoor courtyards, private balconies, a pool and spa, fitness room and multipurpose room. The building is stepped back four stories to two stories at the southwest corner, helping to reduce the building massing. The building mass and design act as a transition to the scale of the surrounding neighborhood.

The Project is an infill project in a high-quality transit area. While the Property is not located in the Mixed-Use Overlay zone, the Project is a well-designed and attractive residential development on an existing underutilized industrial property. The Property is zoned M-1, and SRO uses are allowed by conditional use permit. The building is setback ten feet from the property line and separated by a landscape buffer that includes various plants and shrubs. In the common outdoor courtyard, there are multiple trees of various sizes, as well as raised planters that help create a greener environment for the residents.

The Project creates 121 SRO units each with a floor area of 350-sf. Each unit will have a dishwasher, front loading washing machine and private balcony or patio. The Project includes seven affordable units, at a very-low-income level, that will have the same high-quality design of the other SRO units. This Project helps satisfy the City's regional housing need allocation of 5,735 units including 1,485 very low units.

Upon approval of the site plan review and issuance of the conditions of approval, the Project will not change the character of the community and will be consistent with the Gardena Municipal Code and General Plan.

B. The proposed development will not adversely affect the orderly and harmonious development of the area and the general welfare of the city.

As set forth above and in the staff report, which is incorporated by reference, the site plan meets all applicable development requirements of the Gardena Municipal

Code, and as conditioned, will be compatible with, and not detrimental to, the surrounding land uses and general welfare of the City.

C. The project is entitled to a density bonus.

The site plan is approved for the development with a total of 121 units at a FAR of 1.25 pursuant to the density bonus law as the applicant is providing seven percent of the units for very low-income entitling the project to a 25 percent density bonus in accordance with Government Code section 65915 and Chapter 18.43 of the Gardena Municipal Code. The increased FAR is considered a waiver of the City's development standards.

The site plan also includes two six-tier mechanical parking structures with 57 spaces each. In addition to qualifying for a conditional use permit as set forth in Section 3, the mechanical parking structures could be considered either an incentive or concession of a site development standard as without the parking structure the project could not be physically developed as proposed and provide the very-low income housing.

SECTION 2. CONDITIONAL USE PERMIT #5-21

Conditional Use Permit #5-21 for the construction of a SRO residential development in the Industrial (M-1) zone, is hereby approved based on the following findings and subject to the conditions attached hereto as Exhibit A.

A. That the use is one for which a conditional use permit is authorized;

As set forth under Section 18.36.030.P of the Gardena Municipal Code (GMC), SRO units are allowed in the M-1 zone pursuant to a conditional use permit.

GMC Section 18.36.030P.11, requires that a management plan be submitted with the conditional use permit application for SRO developments. The Management Plan, attached hereto as Exhibit B, addresses the management and operation of the facility, rental procedures, safety, and security of the residents and building maintenance and is approved as part of the conditional use permit.

B. That such use is necessary or desirable for the development of the community and is compatible with the surrounding uses; is in harmony with the general plan; is not detrimental to the surrounding properties, existing uses or to uses specifically permitted in the zone in which the proposed use is to be located; and will not be detrimental to the public health, safety or welfare;

The recently adopted 2021-2029 6th Cycle Housing Element sets forth the City's regional housing need allocation of 5,735 residential units for the eight-year period, including 1,485 very low-income units. The Project will assist the City in reaching this allocation and continue to provide different housing options. As shown in

Section 2 of this Resolution, the Property is compatible with various goals and policies of the City's Land Use Plan, Community Design Plan, Circulation Plan, Conservation Plan, Public Safety Plan, Noise Plan, and Housing Element.

- C. That the site for the intended use is adequate in size and shape to accommodate such use and all of the yards, setbacks, walls, fences, landscaping and other features required in order to adjust such use to those existing or permitted future uses on land in the neighborhood;**

The Property has a dimension of 141 feet by 310 feet. As set forth above and in the staff report, which is incorporated by reference, the Project meets or exceeds all of the minimum development standards of the M-1 zone, including setbacks, walls, fencing, landscaping, and parking.

- D. That the site for the proposed use relates to streets and highways properly designed and improved so as to carry the type and quantity of traffic generated or to be generated by the proposed use;**

The Circulation Plan of the Gardena General Plan designates Western Avenue as an arterial roadway and West 132nd Street as a collector roadway. Arterial roadways are designed to connect traffic from smaller roadways to freeway interchanges and regional roadway corridors and are the principal urban thoroughfares of the City. Collector roadways are intended to provide general access to all types of land uses. The use of the Property for 121 units is not expected to generate more traffic than the existing uses, and therefore, the surrounding streets are properly designed to carry the quantity of traffic generated by the Project.

It is specifically noted that the proposed project will result in a net decrease of 1,054 daily traffic trips, with a 108 trip decrease during AM peak hours and a 21 trip decrease during PM peak hours.

- E. That the conditions stated in the decisions are deemed necessary to protect the public health, safety, and general welfare.**

The conditions of approval for Conditional Use Permit #5-21 will ensure that the SRO development will be compatible with, and not detrimental to, the surrounding uses in the vicinity. In addition to the conditions that were originally presented to the City Council on March 22, 2022, an additional condition has been added requiring that the applicant install a soil vapor system as required by the Phase II Environmental Report.

SECTION 3. CONDITIONAL USE PERMIT #6-21

Conditional Use Permit #6-21 for the construction of two, six-tier automated parking structures, is hereby approved based on the following findings and subject to the conditions attached hereto as Exhibit A.

A. That the use is one for which a conditional use permit is authorized;

GMC Section 18.40.080.B.5 allows for parking flexibility through mechanical vehicles storages, pursuant to a conditional use permit in the Industrial Zone.

B. That such use is necessary or desirable for the development of the community and is compatible with the surrounding uses; is in harmony with the general plan; is not detrimental to the surrounding properties, existing uses or to uses specifically permitted in the zone in which the proposed use is to be located; and will not be detrimental to the public health, safety or welfare;

The six-tier automated parking structures allows the Project to meet the minimum parking requirements in less space than traditional surface parking lots or garages would require. Automated parking structures utilize the land more efficiently as they do not need ramps for drivers to get in and out of spaces, making it more desirable for developments in the City. Additionally, the six-tier automated parking structures do not need to be as tall as a traditional six-story parking structure. As shown above, the development is consistent with various goals and policies of the General Plan which are in part made possible by being able to utilize this more efficient system. The automated parking structure will not be detrimental to the surrounding properties, existing uses or to uses specifically permitted in the M-1 zone.

C. That the site for the intended use is adequate in size and shape to accommodate such use and all of the yards, setbacks, walls, fences, landscaping and other features required in order to adjust such use to those existing or permitted future uses on land in the neighborhood;

The Property has a dimension of 141 feet by 310 feet. As shown above, the Project, including the automated parking structures, meets or exceeds all of the minimum development standards of the M-1 zone, including setbacks, walls, fencing, landscaping, and parking.

D. That the site for the proposed use relates to streets and highways properly designed and improved so as to carry the type and quantity of traffic generated or to be generated by the proposed use;

The Circulation Plan of the Gardena General Plan designates Western Avenue as an arterial roadway and West 132nd Street as a collector roadway. The parking structures are accessory uses to that of the SRO residential development and do not add traffic above that of the SRO units themselves. The primary use of the 121

SRO units is not expected to generate more traffic than existing uses, and therefore, the surrounding streets are properly designed to carry the quantity of traffic generated by the Project.

E. That the conditions stated in the decisions are deemed necessary to protect the public health, safety, and general welfare.

The conditions of approval for Conditional Use Permit #6-21, will ensure that the automated parking will be compatible with, and not detrimental to, the surrounding uses in the vicinity.

SECTION 4. NO NET LOSS FINDINGS.

In accordance with Government Code section 65583, each city's housing element must include an inventory of land suitable and available for residential development to meet the locality's housing need for each of the designated income levels of the assigned regional housing need. Additionally, if the City allows development of a site with less units by income level than identified in the Housing Element for that site, the City must make written findings supported by substantial evidence as to whether there are remaining sites identified in the Housing Element to accommodate the City's share of regional housing needs, including a quantification of the remaining unmet need for each income level.

- A. The Property is identified in the 2021-2029 Gardena Housing Element for a housing development that would include 15 lower income units, 4 moderate income units, and 11 above moderate-income units. The Project includes seven affordable units at the very-low-income level, while the remaining 114 units would be at above moderate income. The Project will meet the above moderate housing units that were identified for the site and provide seven out of the 15 identified lower income units. While the Project is providing more overall units than identified in the Housing Element, the Project does not provide the total lower and moderate-income units assumed.
- B. The City was allocated a regional housing need of 5,735 units to plan for the 2021-2029 planning period, broken down as follows: very low/low-income – 2,246 units; moderate-income – 894 units; and above moderate-income – 2,595 units. However, the Housing Element plans for a total of 7,399 units, exceeding the City's allocation by 1,664 units or 29%. This buffer was necessary in order to address the no net loss requirement, of maintaining an adequate inventory of sites. While the Project is not providing the number of affordable housing units of each identified income level as assumed in the Housing Element, there are more than sufficient sites remaining that are identified in the Housing Element to accommodate the City's share of regional housing for the 2021-2029 planning period.
- C. The City is in the beginning of the 2021-2029 housing period, and the first reported progress in reaching the regional housing need has not been completed at this

time. However, the Housing Element does identify several residential development projects with completed entitlements and pending projects in the City, totaling 528 units, that can be completed within the timeframe of this Housing Element. The Project will also assist the City in reaching this allocation and continue to provide different housing options.

SECTION 5. CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS.


The Project is exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to the following exemption:

- A. Class 32 — Section 15332 – Infill Development Project. The Project is consistent with applicable general plan policies, and also consistent with applicable requirements of the City's zoning ordinance. The Project is within City limits, on a site less than five acres, and surrounded by urban uses. The Property has no value as a habitat for endangered, rare, or threatened species. The Property is able to be served by all required utilities and public services. The City's environmental consultant, Kimley-Horn, prepared technical studies that showed the Project would have less than significant impacts concerning traffic, noise, and air. Additionally, compliance with the National Pollution Discharge Elimination System and requirements of the Gardena Municipal Code would ensure the Project's construction-related activities would not violate any water quality standards or otherwise substantially degrade surface or groundwater quality, resulting in a less than significant impact. Therefore, the City does not foresee any adverse impacts to traffic, noise, air quality, or water quality.
- B. The Project is not subject to any of the exceptions for exemption under Section 15300.2 of the CEQA Guidelines. The location of the Project is predominantly urban and not considered a sensitive environment; therefore, the Project will not result in any significant impacts that may otherwise occur in a sensitive environmental area. The cumulative impact of this Project, and the approval of other projects like it in the vicinity, is not expected to have any significant environmental impact. The Project is not located along any state designated scenic highway nor within any designated hazardous waste site. Kimley-Horn also prepared a Cultural Resources Assessment that found that neither of the two existing buildings on the Property appear to have historical significance. Staff does not expect any significant impacts or unusual circumstances related to the approval and construction of this Project.
- C. Staff is hereby directed to file a Notice of Exemption for a Class 32 categorical exemption.

SECTION 6. Certification. The City Clerk shall certify the passage of this resolution.

SECTION 7. Effective Date. This Resolution shall be effective immediately.

Passed, approved, and adopted this 12th day of April, 2022.


TASHA CERDA, Mayor

ATTEST:


fr MINA SEMENZA, City Clerk

APPROVED AS TO FORM:



CARMEN VASQUEZ, City Attorney

Exhibit A: Conditions of Approval
Exhibit B: Management Plan

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF GARDENA)

I, **MINA SEMENZA**, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6570** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the **12th day of April, 2022**, and that the same was so passed and adopted by the following roll call vote:

AYES: MAYOR PRO TEM TANAKA AND COUNCIL MEMBERS KASKANIAN,
 HENDERSON, AND MAYOR CERDA

NOES: COUNCIL MEMBER FRANCIS

ABSENT: NONE



City Clerk of the City of Gardena, California

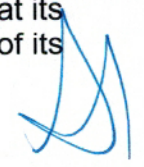
(SEAL)

EXHIBIT A

CITY OF GARDENA

CONDITIONS OF APPROVAL FOR SITE PLAN REVIEW #5-21; CONDITIONAL USE PERMIT #5-21; CONDITIONAL USE PERMIT #6-21

GENERAL CONDITIONS

- GC 1. The applicant accepts all of the conditions of approval set forth in this document and shall sign the acknowledgement.
- GC 2. Applicant shall comply with all applicable written policies, resolutions, ordinances, and laws in effect at time of approval, or at time of permit applications. These conditions of approval shall supersede all conflicting notations, specifications, and dimensions which may be shown on the project development plans.
- GC 3. The approved resolution, including these conditions contained herein and the signed acknowledgement of acceptance, shall be copied in their entirety and placed directly onto a separate plan sheet behind the cover sheet of the development plans prior to building plan check submittal. Said copies shall be included in all development plan submittals, including revisions and the final working drawings.
- GC 4. The site layout and physical appearance of the courts and existing structure shall be in accordance with the plans presented to and approved by the City Council on April 12, 2022, and modified by these conditions of approval. Minor modifications or alterations to the design, style, colors, and materials shall be subject to the review and approval of the Community Development Director. Substantial modifications will require review and approval by the Planning Commission.
- GC 5. The applicant shall reimburse the City for all attorney's fees spent in processing the project application, including review of all documents required by these conditions of approval prior to issuance of a final building permit.
- GC 6. Applicant/developer shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any claim, action, or proceeding, damages, costs (including, without limitation, attorney's fees), injuries, or liability against the City or its agents, officers, or employees arising out of the City's approval of Site Plan Review #5-21, Conditional Use Permit #5-21, and Conditional Use Permit #6-21. The City shall promptly notify the applicant/developer of any claim, action, or proceeding and the City shall cooperate fully in the defense. If the City fails to promptly notify the applicant/developer of any claim, action, or proceeding, or if the City fails to cooperate fully in the defense, the applicant/developer shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Although the applicant/developer is the real party in interest in an action, the City may, at its sole discretion, participate in the defense of any action with the attorneys of its
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own choosing, but such participation shall not relieve the applicant/developer of any obligation under this condition, including the payment of attorney's fees.

SITE PLAN REVIEW

- SPR1. Site Plan Review #5-21 shall be utilized within a period not to exceed twelve (12) months from the date of approval unless an extension is granted in accordance with Section 18.46.040 of the Gardena Municipal Code. Utilization shall mean the issuance of building permits.
- SPR2. *The blue accent color as shown to the City Council on April 12, 2022, shall be the accent color provided on all elevations of the building. This shall be shown on the construction plans before issuance of building permits.*

CONDITIONAL USE PERMITS

- CUP1. Conditional Use Permit #5-21 shall be utilized within a period not to exceed 12 months from the date of approval unless an extension is granted in accordance with Section 18.46.040 of the Gardena Municipal Code. Utilization shall mean the issuance of a building permit.
- CUP2. Conditional Use Permit #6-21 shall be utilized within a period not to exceed 12 months from the date of approval unless an extension is granted in accordance with Section 18.46.040 of the Gardena Municipal Code. Utilization shall mean the issuance of a building permit.
- CUP3. In the event noise, lighting or traffic nuisances or other public safety issues are brought to the attention of the City, the Community Development Director may impose further conditions or restrictions on the site operations to ensure land use compatibility.
- CUP4. All motorized equipment used in construction shall be equipped with functioning mufflers as mandated by the State.
- CUP5. *The applicant shall install a soil vapor mitigation system in accordance with the Phase II report that was completed for the property, dated July 13, 2021, to the satisfaction of the City's Building Official.*
- CUP6. *The applicant shall provide screening on the two automated parking structures, along all sides that are visible from the public rights-of-way.*

PLANNING

- PL1. The applicant/developer shall submit for review and approval detailed landscape and irrigation plans prepared by a licensed landscape architect to the Director of Community Development or designee and the Director of Public



Works that is consistent with the State's Water Efficient Landscape Guidelines. At a minimum, tree size shall be 24-inch box and shrubs shall be five (5) gallon size. Metal cages, painted green, shall be used to protect irrigation check valves and controllers. All above ground piping, such as double detector check valves, shall not be placed in front setbacks and shall be screened with landscaping and painted green. Protective bollards shall be of a decorative type and/or painted green where appropriate.

- PL2. The management office shall maintain landscaping in a healthy and well-kept manner at all times. All landscape areas shall be provided with automatic irrigation. Dead or damaged landscape material and vegetation shall be replaced immediately. The irrigation system shall be maintained at all times. Trees shall be permitted to grow to their maximum height.
- PL3. Colors and materials as shown on the development plans as presented to the City Council April 12, 2022, and as modified by these conditions, are approved. Deviation from colors and materials shall not be made unless approved by the Community Development Director.
- PL4. The Applicant/developer shall maintain the property in a clean and orderly condition at all times and remove any graffiti from the site within 48 hours of its discovery in matching colors to the underlying surfaces.
- PL5. Any signage shall comply with the provisions of Chapter 18.58 of the Gardena Municipal Code.
- PL6. Decorative and colored concrete shall be provided at vehicular entrances along Western Avenue to the satisfaction of the Planning Division.
- PL7. The Applicant/developer shall place all mailboxes in accordance with U.S. Postal Regulations, as reviewed and approved by the Director of Community Development and the Gardena Postmaster prior to the issuance of a Certificate of Occupancy.
- PL8. The Applicant/developer shall submit a site lighting plan, with photometrics, for review and approval by the Building Official and the Director of Community Development prior to the issuance of building permits. The plan shall ensure that all exterior lighting (i.e., parking areas, building areas, and entries) shall employ illumination in a manner that meets the approval of the Building Official and the Director of Community Development. All light fixtures shall be designed and located in a manner that does not allow spillover onto adjacent properties.
- PL9. The project shall comply with the City's Noise Ordinance (Gardena Municipal Code Chapter 8.36 and specifically Section 8.36.050, interior noise standards).



If the project cannot comply with the Noise Ordinance the applicant shall provide an acoustical analysis which shall be submitted to the Gardena Building Division for review and approval in conjunction with the building permit application review.

- PL10. The applicant shall be required to enter into an agreement for affordable housing as approved by City Attorney Office in conformance with State Density Law.

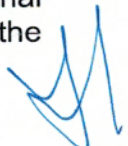
BUILDING & SAFETY

- BS1. The applicant/developer shall comply with all applicable portions of the California Building Standards Code (Title 24, California Code of Regulations) in effect at the time of permit application.
- BS2. The applicant/developer shall comply with all conditions set forth by other departments and agencies, including but not limited to: Gardena Planning, Gardena Public Works, Los Angeles County Public Works, and Los Angeles County Fire Department.
- BS3. The applicant/developer shall comply with the latest adopted Los Angeles County Fire Code and Fire Department requirements, as applicable.
- BS4. All structures shall have fire protection via a sprinkler system under a NFPA 13R system.
- BS5. The applicant/developer shall obtain separate County of Los Angeles Public Health Environmental Health approvals.
- BS6. The Applicant/developer shall obtain separate County of Los Angeles Department of Public Works Environmental Programs Division approvals.
- BS7. The Applicant/developer shall provide storm water management plan study prepared by a qualified engineer acceptable to the Building Official and the Engineering Division. These plans shall incorporate Low Impact Development Plan (LID) mitigation measures.
- BS8. The Applicant/developer shall demonstrate that coverages has been obtained under California's General Permit for Stormwater Discharges Associated with Construction Activity by providing a copy of the Notice of Intent (NOI) submitted to the State Water Resources Control Board and a copy of the subsequent notification of the issuance of a Waste Discharge Identification (WDID) Number or other proof of filing shall be provided to the Chief Building Official and the City Engineer. Projects subject to this requirement shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP). A copy of the SWPPP shall be kept at the project site and be available for review on request. Best Management Practices shall be used during construction to prevent construction materials and soil from entering the storm drain.



- BS9. The applicant shall provide a complete hydrology and hydraulic study prepared by a qualified engineer, and comply with the recommendations of the engineer, to the satisfaction of the Building Official.
- BS10. The applicant shall submit a Final Geotechnical Investigation for City review/approval and comply with its recommendations and any revisions deemed necessary by the City's Building Official. The Gardena Building Services Division will review construction plans to verify compliance with standard engineering practices, the GMC/CBSC, and the Geotechnical Investigation's recommendations.
- BS11. If fossils or fossil bearing deposits are encountered during ground-disturbing activities, work within a 25-foot radius of the find shall halt and a professional vertebrate paleontologist (as defined by the Society for Vertebrate Paleontology) shall be contacted immediately to evaluate the find. The paleontologist shall have the authority to stop or divert construction, as necessary. Documentation and treatment of the discovery shall occur in accordance with Society of Vertebrate Paleontology standards. The significance of the find shall be evaluated pursuant to the State CEQA Guidelines. If the discovery proves to be significant, before construction activities resume at the location of the find, additional work such as data recovery excavation may be warranted, as deemed necessary by the paleontologist.
- BS12. Prior to demolition activities, an asbestos survey shall be conducted by an Asbestos Hazard Emergency Response Act (AHERA) and California Division of Occupational Safety and Health (Cal/OSHA) certified building inspector to determine the presence or absence of asbestos containing-materials (ACMs). The sampling method to be used shall be based on the statistical probability that construction materials similar in color and texture contain similar amounts of asbestos. In areas where the material appears to be homogeneous in color and texture over a wide area, bulk samples shall be collected at discrete locations from within these areas. In unique or nonhomogeneous areas, discrete samples of potential ACMs shall be collected. The survey shall identify the likelihood that asbestos is present in concentrations greater than 1 percent in construction materials. If ACMs are located, abatement of asbestos shall be completed prior to any activities that would disturb ACMs or create an airborne asbestos hazard.

Asbestos removal shall be performed by a State certified asbestos containment contractor in accordance with the South Coast Air Quality Management District (SCAQMD) Rule 1403. Common asbestos abatement techniques involve removal, encapsulation, or enclosure. The removal of asbestos is preferred when the material is in poor physical condition and there is sufficient space for the removal technique. The encapsulation of asbestos is preferred when the material has sufficient resistance to ripping, has a hard or sealed surface, or is difficult to reach. The enclosure of asbestos is to be applied when the material is in perfect physical condition, or if the material cannot be removed from the



site for reasons of protection against fire, heat, or noise.

- BS13. If paint is separated from building materials (chemically or physically) during demolition of the structures, the paint waste shall be evaluated independently from the building material by a qualified Environmental Professional. A portable, field X-ray fluorescence (XRF) analyzer shall be used to identify the locations of potential lead paint, and test accessible painted surfaces. The qualified Environmental Professional shall identify the likelihood that lead is present in concentrations greater than 1.0 milligrams per square centimeter (mg/cm²) in/on readily accessible painted surfaces of the buildings.
- If lead-based paint is found, abatement shall be completed by a qualified Lead Specialist prior to any activities that would create lead dust or fume hazard. Potential methods to reduce lead dust and waste during removal include wet scraping, wet planning, use of electric heat guns, chemical stripping, and use of local High Efficiency Particulate Air (HEPA) exhaust systems. Lead-based paint removal and disposal shall be performed in accordance with California Code of Regulation Title 8, Section 1532.1, which specifies exposure limits, exposure monitoring and respiratory protection, and mandates good worker practices by workers exposed to lead. Contractors performing lead-based paint removal shall provide evidence of abatement activities to the City Engineer.
- BS14. The applicant/developer submit a grading plan for review and to the satisfaction of the Chief Building Official. Grading shall be in substantial conformance with the proposed grading that is approved by the Planning Commission. Surety shall be posted to the satisfaction of the Building Official and the City Attorney guaranteeing completion of grading within the project
- BS15. The applicant/developer shall submit a Final Priority WQMP to the Building Division for review and approval. This plan shall be in conformance with all current NPDES requirements. The WQMP must implement Low Impact Development (LID) principles such that projects infiltrate, harvest, re-use, evaporation, or bio-treat storm water runoff. Sheet flowing storm-water, without filtering, is no longer acceptable.
- BS16. The applicant/developer shall provide parking lot structural sections, which shall be based on recommendations of a soils engineer, to be approved by the City Engineer and Building Official.
- BS17. The applicant/developer shall install new public fire hydrant(s) to the satisfaction of the Los Angeles County Fire Department and City Engineer.
- BS18. The applicant/developer shall prepare construction and demolition waste recycling plans for review and approval by the Building Division. Applicant/developer shall enroll in the city's waste diversion program.
- BS19. Address shall be posted on the outside gate and on the curb per CA Building and Fire codes. The Applicant/developer shall apply for new addresses with the Community Development Department, prior to obtaining building permits.

- PW1. All work in the public right of way shall be constructed in accordance with the Standard Plans and Standard Specifications for Public Works Construction, latest edition. This includes supplements thereto and City of Gardena Standard Drawings.
- PW2. Before undertaking any Encroachment/Excavation within the public right of way, the owner must first obtain the applicable permit from the Public Works Engineering Division.
- PW3. The project shall utilize the County's benchmarks and any controlling survey monumentation (property lines, tract lines, street centerline, etc.) which are at risk of being destroyed or disturbed during the course of the project must be preserved in accordance with Section 8771(b) of the California Business and Professions Code (Professional Land Surveyors Act). Preconstruction field ties, along with the preparation and filling of the required Corner Records or Record of Survey with the County of Los Angeles, shall be accomplished by, or under the direction of, a licensed surveyor or civil engineer authorized to practice land surveying.

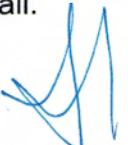
Copies of said records shall be furnished to the City Engineering for review and approval prior to issuance of any onsite or offsite construction permit. In addition, any monuments disturbed or destroyed by this project must be reset and post-construction Corner Records or Record of Survey filed with the County of Los Angeles. A copy of the recorded documents shall be submitted to the Engineering office for review and approval prior to issuance and/or finalizing any permits within the public right of way.

- PW4. Prior to issuance of permits, all public improvements (if any) shall be guaranteed to be installed by the execution of an Agreement for Public Improvements secured by sufficient bond sureties or cash, complete indemnification form, Certification of Insurance (General Liability, Auto & Workers Compensation) naming City of Gardena as additional insured, contractor State License and City Business License.
- PW5. All public improvements, studies, designs, plans, calculations and other requirements shall be installed, provided and supplied by the developer in accordance with City and State codes, policies and requirements at no cost to the City.

All work shall comply with City Standards and specifications and with the City of Gardena Municipal Codes and to be designed and signed by a registered Civil Engineer or other applicable professional license engineer(s).

- PW6. The applicant shall remove and replace all sidewalk, curb & gutter, abandoned driveways, ADA ramps, street and traffic signages. All incidental improvements such as traffic markings, re-painting existing curbs, curb drains, etc. shall also be included.

The applicant shall remove all three (3) existing trees along Western Ave. and replant with 24" box Bronze Loquat per the city's standard tree planting detail.



Remove one (1) existing damage tree along 132nd Street and replant with 24" box Crape Myrtle per the city's standard tree planting detail. All street tree(s) improvements to be coordinate with City Public Works Park's Superintendent, Kevin Thomas (310.217.9657).

- PW7. The applicant shall provide sewer capacity analysis for the proposed sewer main connection to be submitted to the Public Works Engineering Division for review. If determined that the existing connection and main line(s) are deficient or in poor condition, improvements to be imposed. Sewer fees will be based on type of facility. Industrial waste clearance may be required.
- PW8. The applicant shall provide traffic control plans per WATCH (Work Area Traffic Control Handbook) and/or California MUTCD (California Manual on Uniform Traffic Control Devices) per the latest standard pending proposed controls (permanent-overnight or temporary). The temporary/permanent traffic control plans shall be prepared by, or under the direction of, a licensed civil engineer or other authorized to practice traffic engineering.
- PW9. The applicant shall provide Street Improvement Plans showing all requirements and submit to Public Works Department for review and approval. Street Improvement Plan shall be stamped and signed by a Civil Engineer Registered in the state of California. An As-built plan signed and stamped by the Engineer of Record shall be submitted to Public Works Department prior to finalizing and closing permit. Any deviations from the approved plan will require a submittal of plan revision for the City review and approval.
- PW10. The applicant/developer is responsible for all applicable permit, plan check surety, and other incidental fees pertaining to the proposed project.

LOS ANGELES COUNTY FIRE DEPARTMENT

- FD1. The applicant shall submit the plans to the Los Angeles County Fire Department for approval and shall comply with all applicable Los Angeles County Fire Department requirements.

LOS ANGELES COUNTY SANITATION DISTRICTS

- SD1. The applicant shall pay a connection fee before a permit to connect to the sewer is issued. For more specific information regarding the connection fee application procedure and fees, please contact the Connection Fee Counter at (562) 908-4288, extension 2727.

Lee Johnson, West Realty Group, Inc., certifies that he has read, understood, and agrees to the project conditions listed herein.



Lee Johnson
West Realty Group, Inc.

4/15/22

Date



Exhibit B

Management Plan for

The Western Ave. Apartment Communities

Located at: 13126 Western Ave. Gardena

Western Apartments

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Western Apartments

1.0 Executive Summary

The RFLA eFund I, LLC (which shall be referred to as RFLA) has been formed for the purpose of the development and management of 121 units within one apartment building located at 13126 Western Ave. in Gardena, CA. RFLA will be providing for apartments at marketrate rents. By being involved in each step of the way from development to rental, we at RFLA can ensure our customers that they are receiving the highest quality living. Will be providing high quality housing that offers both up-to-date technological amenities as well as state-of-the-art living conditions at affordable rental rates. At this time, the building will be referred to as "Western Ave. Apartments." Western Ave. Apartments will foster an atmosphere and a quality of life that is of the highest standards. Customer satisfaction, safety and an overall healthy working relationship are our main goals at RFLA.

1.1 Objectives

1. Provide reasonably priced rental housing units in an area with a lack of newly built affordable priced apartments.

1.2 Mission

Western Ave. Apartments will provide high-quality, comfortable rental apartments in Gardena. Our apartments will offer state-of-the-art architectural design and living conditions reflective of today's technology and a growing need for quality housing in the area. Our company is dedicated to a hassle-free living environment in which our tenants can enjoy all the benefits of safe, attractive, and inviting units. Unlike many other real estate companies that are solely concerned with turning profits, RFLA is to maintain the highest level of customer satisfaction that is achievable. Tenant safety, happiness, and comfort are extremely important to our operations.

Western Ave. Apartments is being built to compliment the local area in three main aspects: design, usability, and functionality. The apartments are designed to be priced at market rent rates. Within the company, we have strived to work as a cohesive, harmonious unit focused on exemplifying our mission. Just as customer satisfaction is an intricate part of RFLA's success, so is employee satisfaction. That is why the founders of RFLA believe that employee satisfaction will make the company a success and will be the key to their longevity.

1.3 Keys to Success

1. Safe, quality housing that provides state-of-the-art amenities at competitive prices.
2. Maintaining open communication between RFLA and its residents to ensure the highest level of customer satisfaction and long lasting reputation within the community.
3. Experienced staff with professional leasing and management experience.

2.0 Company Summary

RFLA has been formed for the development and management of the apartments at 13126 Western Ave. Primary experience and expertise has been in the development of high-quality, urban infill projects such as condos, apartments and mixed-use buildings. Its members have years of experience in all aspects of real estate.

Western Apartments

2.1 Company Ownership

RFLA has been created as a Limited Liability Corporation. It will be owned by its investors who are also the Developers of the project. Their intention is for long-term holding and managing of the Western Ave. Apartments.

2.2 Company Locations and Facilities

RFLA will lease and manage the apartments from a leasing office located within the building during business hours. This office will also be available for maintenance, janitorial and repair service staff during business hours and we expect to have a minimum of one live-in manager on the premises. For after-hours emergencies, we will have a 24-hour phone number to call in addition to the live-in manager.

3.0 Management Operations

Management of operations will focus on 4 main areas:

1. Leasing.
2. Maintenance and repair (including emergencies).
3. Accounting of all business operations.
4. Security of tenants and property.

3.1 Management Team

The management team will be mostly departmentalized. Employees are delegated tasks based upon their specialty. Initial staff will include members already integrated with RFLA as well as additional staff with appropriate experience. At RFLA, we prefer to hire staff rather than outsource to ensure that our customer service and quality of work remains consistent with RFLA's mission.

The initial expected staffing is as follows:

- 2 full-time managers: Job responsibilities include managing operations, overseeing staff, overseeing advertising and accounting. Responsibilities may also include some after-hours emergency calls if needed.
- 2 part-time leasing agents: Job responsibilities will be leasing of the residential units. This includes follow-up on advertising, communications with prospective tenants, apartment showings, processing of paperwork and tenant move-ins.
- 1 part-time maintenance technician: Job responsibilities will include all in-house maintenance and repair issues including after-hour emergency calls. Job responsibilities may also overlap with janitorial staff.
- 1 part-time janitorial personnel: Job responsibilities will include weekly cleaning and maintenance. Job responsibilities may overlap with the maintenance technician and may also include after-hours emergencies.
- In addition to our regular staff, there may be occasion to use trained temp-staffing to fill in any gap or emergency that may arise.

3.2 Leasing

The leasing of the apartments will be performed in a manner that is professional, consistent with our customer service objectives and in accordance with all local, state and federal guidelines. At RFLA, we have a vested interest

Western Apartments

in creating and maintaining a relationship with our residents. We want to provide great apartments with great customer service. This includes making the leasing process as hassle-free as possible.

3.2.1 Leasing Process

Western Ave. Apartments will be leased to market rate rental residents. The process for leasing an apartment will include the following steps:

1. An application must be completed to determine credit worthiness, income eligibility, and rental history. At RFLA, we are experienced in processing this type of information quickly and efficiently. We also understand the importance of protecting an individual's privacy and personal information. Only limited authorized staff or auditors will have access to sensitive personal information of applicants and tenants.
2. After eligibility is approved and verified with the appropriate backup documents, we will sign a lease for the specific apartment to be rented. The minimum lease term shall be 30 days. At the time of lease signing we shall collect the first month's rent and an applicable security deposit.
3. If an applicant is denied based on credit or eligibility requirements they shall receive a written notice of such denial.
4. Once a lease is signed then the new tenant receives copies of the signed lease, rules and regulations, Gym rules and a packet of helpful information regarding the building and the local area. Move in is scheduled for all new tenants so as not to conflict with other move-ins.

3.2.2 Leasing Documents

The leasing documents are generally composed of the following items:

1. Application
2. Lease
3. Rules and Regulations
4. Addendums

Western Apartments

3.2.2.1 Application- Sample

Western AVE. APARTMENT RENTAL APPLICATION

OCCUPANT

Name _____ CoApplicant/Guarantor _____

Driver's License No. _____ Social Security No. _____ DOB _____

Phone: Home _____ Cell _____ Email _____

EMPLOYMENT HISTORY

Current Employer _____

Address _____ City _____ State _____ Zip _____

Supervisor _____ Phone _____

Gross Monthly Salary _____ Position _____ How long? _____

Other income sources _____ other gross monthly income _____

Co-applicant/Guarantor's Employer _____

Address _____ City _____ State _____ Zip _____

Supervisor _____ Phone _____

Gross Monthly Salary _____ Position _____ How long? _____

Other income sources _____ other gross monthly income _____

RENTAL HISTORY

Present Address _____ City _____ State _____ Zip _____

Rent _____ Own _____ Rental/Mortgage Amount Paid Monthly _____ From/To _____

Reason for leaving _____

Landlord's Name/Mortgage Co. _____ Phone # _____

Previous Address _____ City _____ State _____ Zip _____

Rent _____ Own _____ Rental/Mortgage Amount Paid Monthly _____ From/To _____

Reason for leaving _____

Landlord's Name/Mortgage Co. _____ Phone # _____

BANKING REFERENCE

Name _____ Phone# _____

Address _____ City _____ State _____ Zip _____

Account # _____ Checking _____ Savings _____ Balance _____

OTHER INFORMATION:

In the past have you failed to perform any obligation of a rental agreement or have you been a defendant in an eviction lawsuit?

If yes. Explain _____

Any pets(describe) _____

In case of emergency notify _____ relationship _____
phone _____

The information on this application is true and correct to the best of my knowledge. I hereby authorize RFLA or its agents to verify the above information and obtain either a consumer or investigative credit report from Contemporary Information Corp. I understand that the \$ fee for verifying this rental application is not a deposit, will not be applied to any rent, or refunded even if the application to rent is declined.

Signature _____ Date _____

Signature _____ Date _____

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3.2.2.2 Lease-Sample

The lease terms and conditions may be changed and updated from time to time.

Residential Lease

This agreement made as of the date written below by _____, LLC "Lessee" does hereby lease to **TENANT NAME** "Lessee" herein, and Lessee hereby hires and takes the premises (as defined below) for the term specified subject to all of the terms and provisions set forth below:

1. **Premises:** The premises here leased are situated at **Western Ave. APT _____**, **Gardena, CA _____**.

2. **(a) Term.** The term of this Agreement shall be for a _____ **month period** commencing on **Date Lease Starts**. Any permitted holding over, with the permission of the landlord, after the term shall create only a month-to-month tenancy, terminable at any time thereafter by either party on 30 days written notice.

(b) Notices. The notices provided for herein or required by law to be served by the Lessee to the Lessor shall be served upon the Lessor, by certified mail or by delivering a copy thereof to Lessor at Leasing Office, or to such other place as Lessor shall from time to time designate to Lessee in writing.

3. **Rent.** The rent for the premises shall be the sum of **Monthly rent in dollars (\$ _____) per month**, which rent Lessee hereby agrees to pay at the office of Lessor or at such other places as Lessor may from time to time designate. Lessee expressly agrees to pay said rent each month in advance. If the term of this agreement commences on any day other than the first day of the calendar month, the rent for the second month shall be prorated to the first day of the calendar month and all monthly installments of rent payable by Lessee shall thereafter be paid in advance on the first day of each calendar month during the term.

(a) All rental payments received after the third (3rd) day from the due date shall be subject to a late fee of \$50.00. However, any payment not received by the first day from the due date shall be subject to a Three-Day Notice.

(b) Any returned check for any reason whatsoever shall be subject to a returned check fee of Twenty (\$20.00) Dollars.

(c) If the Lessor for any reason cannot deliver possession of said premises to Lessee at the commencement of said term, the Lessor shall not be liable to Lessee for any loss or damage resulting therefrom, but there shall be a proportionate deduction of rent; nor shall this lease be void or voidable for a period of ten (10) days thereafter; and if for any reason said premises cannot be delivered within said number of days, then Lessee may, prior to Lessor's delivery of the premises, declare this lease to be null and void and all money paid to Lessor shall be refunded to the Lessee.

4. **Utilities.** Lessee agrees to pay for utilities.

5. **Deposits.** In addition to the rent due hereunder, Lessee shall upon the signing of this Agreement, deposit with Lessor a SECURITY DEPOSIT in the amount of \$ _____. Said SECURITY DEPOSIT shall be paid for the faithful performance of Lessee's obligation for rent or any damages or destruction of the premises or any part thereof for which Lessee is responsible hereunder. Lessor may, at his option, repair such damage or destruction, and in addition to any other remedies hereunder, apply such security deposit towards payment of the costs of such repair. In the event that such security deposit shall be applied in any manner authorized, Lessee agrees within ten (10) days after demand from Lessor, to deposit with Lessor an amount sufficient to restore the security deposit to

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the amount originally deposited hereunder. Failure to do so shall be a default hereunder. If actual costs of damage exceed the amount of the security deposit, Lessee shall personally pay any excess costs.

Lessee shall not apply any portion of this security deposit against unpaid rent. Authorized security deposits shall be accounted for within twenty-one (21) days after termination of residency and return of keys and transmitter(s).

6. **Use of Premises.** Lessee agrees to use the premises solely as a private residence, and that only the following persons and no others shall occupy the premises without the prior written consent of Lessor: The Lessee agrees to use the premises and all common areas made available to Lessee always in accordance with the Rules and Regulations attached hereto or hereinafter promulgated and further agrees not to violate any law or ordinance or any governmental authority with respect to the premises.

7. **Condition of Premises; Maintenance and Repair; Right of Inspection.** Lessee has inspected the premises and hereby accepts the premises in its as is physical condition, agreeing that no statement or representation as to the condition has been made by Lessor. Lessor may, at Lessor's option, and without being under any obligation whatsoever to do so, enter the premises during normal business hours to examine the same, to make such repairs or perform such maintenance as Lessor may deem necessary or desirable, or exhibit the premises to prospective tenants, workmen, or contractors. Lessee agrees to maintain the interior of the premises always during the term hereof in good and clean condition as good as the present condition of premises (reasonable wear and tear excepted) and to return the premises to Lessor in such condition at the end of the term. (but without limitation), Lessee shall pay for any expense, damage or repair condition by the stopping or overflow of waste pipes, bathtubs, water closets, wash basins, disposals, dishwashers or sinks.

8. **Assignment and Subletting.** Lessee agrees, as a condition of continuation of this Agreement, not to sell, assign, transfer, set over, mortgage, hypothecate, or in any manner dispose of this Agreement, its term, or any part of its term, or the premises, in whole or in part, without the written consent of Lessor. In the event Lessor at any time shall give such written consent, it shall not be construed as a waiver of any other written consent above required, or for any other time or for any other reason.

9. **Furniture and Fixtures.** In the event the apartment is all or partially furnished, then all such furniture and fixtures are and shall remain the property of Lessor and Lessee hereby agrees that, in the event of any damage or destruction to such furniture or fixtures during the term of this Agreement (reasonable wear and tear excepted), Lessee will pay promptly, on demand, all costs of repair or replacement of such furniture or fixtures. Lessee shall not remove any of such furniture or fixtures from the premises at any time.

10. **Pets.** Lessee agrees that no pet or pets may be kept in or about the premises without the prior written consent of the Lessor. In the event such consent is granted, it shall apply only to that pet specified. All decisions on pets shall be subject to the discretion of the Lessor and his decision in each case shall be final. In the event consent is given with respect to a pet, such consent may be later withdrawn at any time by the Lessor upon notice to the Lessee whereupon Lessee shall immediately remove the pet permanently from the premises. Lessee agrees to pay for any damage to the premises or to the furniture, furnishing or equipment therein, caused by any pet. Lessee agrees to pay to the Lessor the sum of \$ _____ per month upon receiving consent to have the pet in or about the premises, and an additional security deposit of \$ _____ which sum shall be held by the Lessor as an additional security deposit. Said additional security deposit shall be added to any deposit under Paragraph 5 above; and, upon the expiration of the occupancy, such security deposit may be applied by the Lessor for any purposes permitted under Paragraph 5.

11. **Alterations and Improvements.** Lessee agrees not to make any alteration of, or make or add any improvement of any kind to the premises without obtaining Lessor's written consent in advance, including without limitation, painting, wallpapering, permanent shelving and flooring and changing of locks. All alterations, additions or improvements in and to said premises shall be the property of Lessor and shall remain upon and be surrendered with the premises.

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(a) Lessee shall keep the premises free from any liens arising out of any work performed, materials furnished or obligations incurred by Lessee.

12. **Damage and Destruction.** Lessee hereby indemnifies Lessor against, and agrees to pay on demand, for all reasonable costs of repair or restoration as a result of any damage or destruction to the premises or any part thereof resulting from the willful or negligent act of Lessee (and/or any person on the premises through or under Lessee's direction including without limitation, guests of Lessee). In particular, but without limiting the generality of the foregoing, Lessee indemnifies Lessor against any damage or destruction resulting from leaving windows open during rains or storms, unnecessary flows of water from pipes, faucets or other sources, failure to turn off electrical appliances or lights when not in use, and littering of the premises or adjoining common areas.

13. **Default by Lessee.**

(a) The occurrence of any one or more of the following events shall constitute a default hereunder by Lessee: (I) The abandonment of the premises by Lessee; (II) the failure by Lessee to make any payment of rent or additional rent required to be made by Lessee hereunder as and when due; and, (III) the failure by Lessee to observe or perform any of the other provisions of this lease to be observed or performed by Lessee if such failure shall not be cured within three (3) days after notice thereof.

(b) Whether or not the premises are re-let by Lessor, Lessee shall remain obligated under the lease and shall pay to Lessor, until the end of the term hereof, the amount of rent required to be paid by Lessee hereunder, provided however, that in the event Lessor does re-let the premises, Lessor shall apply the rent or other proceeds actually collected by it as a result of re-letting against any amounts due from Lessee hereunder. In the event Lessor elects to terminate this lease, it may recover, in addition to the rent which has accrued as of the time of termination, the worth at the time of the award of the amount of rent for the balance of the term after termination, less the amount of such rental loss which Lessee proves could have been or could reasonably be avoided.

(c) Lessee shall pay all expenses incurred by Lessor in recovering possession of the premises and re-letting or attempting to re-let the same and all costs, including attorney's fees, incurred by Lessor in exercising any remedy provided herein or in enforcing Lessee's obligations hereunder as a result of litigation or otherwise.

14. **Rules and Regulations.** You shall comply with all rules and regulations(attachment) which govern the building and any part of its property, and any alterations or changes in the rules and regulations which we, in our discretion, may adopt for the building. You covenant and agree that all rules and regulations continued in this Lease and those which may be adopted later by us and made known to you have the same force and effect as covenants of the lease, and you covenant and agree that you family and visitors will observe all such rules and regulations. In addition, we reserve the right to alter, amend, or modify these rules and regulations, and you agree to abide by any alterations, amendments or modifications.

15. **Subordination.** This Agreement shall, without further act on the part of Lessee, be subject and subordinate to the lien of any mortgage and/or deed of trust or other encumbrance which may now exist upon, or which may hereafter be placed by Lessor upon the premises or property including the premises.

16. **Waiver.** The waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other time, covenant or condition therein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

17. **Possession.** Failure to deliver possession of the premises at the time herein agreed upon shall not subject Lessor to liability for damage beyond the amount of the deposit received from Lessee.

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18. **Auto Parking (if applicable).** It is expressly understood and agreed that the assigned parking space at said premises is limited to private passenger vehicles and Lessee shall have no right to store any vehicles, boats or trailers or ANY other property on said parking space without written consent of Lessor. Car repairs, washing or painting are not permitted anywhere on the property. Lessee hereby grants to Lessor the undisputed right, with ten (10) days notice, to remove any vehicle from parking space which is inoperable in Lessor's opinion, and remains inoperable for ten (10) consecutive days. Lessee further agrees that any vehicle owned by Lessee remaining on the property after the termination of this Agreement may be immediately removed with full immunity from damages for such removal, on the part of the Lessor. Lessor shall not park, or allow anyone else to park, in any other space on Lessor's property. Lessee shall not assign or sublet any such parking space and Lessor may have unauthorized vehicles towed away. Upon ten (10) days written notice to Lessee, Lessor may terminate Lessee's parking privilege or change the size and/or location of Lessor's parking space.

19. **Lessor's Representative (if applicable).** Should the above premises be under the control of a resident manager, in that event Lessor appoints the resident manager as its duly authorized agent to manage the premises and to act for the purposes of services of process and for the purpose of receiving and receipting for all notices and demands.

20. **Attorney's Fees.** In the event a suit shall arise relating to the terms and conditions contained in this lease or the breach thereof, the losing party shall pay to the prevailing party reasonable attorneys fees which shall be fixed by the Court.

21. **Keys and Entry.** Lessee shall at all times provide Lessor with a key to all locks on the premises. Lessee shall allow Lessor or Lessor's representatives access to the unit for the purposes of making repairs or to inspect the unit, to show the unit to prospective tenants, purchasers, workmen or contractors.

Date: _____ By: _____
Owner or Agent for Owner, "Lessor"

Date: _____ By: _____
Tenant, "Lessee"

3.2.2.3 Rules and Regulations

The Western Ave. Apartments RULES AND REGULATIONS (Attachment #1)

These rules and regulations are a binding part of your lease. A violation of any of these rules may be considered a failure to honor our lease obligations, and consequently, you may be considered in default and subject to legal action under the lease and the law.

1. **RENTAL PAYMENT** - Rent is due on or before the first day of each month. Checks should be made payable to the management company for the full amount of rent. Failure to pay all rent will expose all tenants in the apartment to eviction proceedings, and consequently, you will be subject for payment of Landlord's legal costs and fees. Please make arrangements well in advance to see that rent is paid in a timely manner. Rent is preferred in the form of a check or money order. Also, please be sure that your apartment number is clearly written on your check to help us properly credit your rent.

2. **PARTIES AND EXCESSIVE NOISE** - Be forewarned: The Landlord will vigorously enforce all Lease provisions with regard to excessive noise and parties. You are bound by you lease to be responsible for the behavior of your guests and to respect the rights of other tenants at The Western Ave. Apartments. After 10:00pm is considered quiet time. Again, you are responsible for the behavior of yourselves and your guests. If you have guests/a party and it causes any disturbance which is too big, uncontrollable, or disturbing others, management and/or the police will shut it down. Any violations of the party and noise provision of the lease will result in

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written warnings being sent to the tenants and their guarantors. More than one written complaint for noisy behavior may be considered grounds for eviction. Likewise, if you find that you are disturbed or bothered by the behavior of other tenants, and you have failed in your attempts to remedy the situation, please contact management and/or the police to allow us to address the situation. All complaints made to management will be held confidentially.

3. ILLEGAL USE OF PREMISES - All residents agree not to engage in or permit unlawful activities. This includes under age drinking and illegal drug related activities in the apartment, hallways, common areas, or grounds.

4. ALCOHOLIC BEVERAGES ON THE GROUNDS - Alcoholic beverages shall not be consumed on the grounds, in the hallways, or in the common areas of The Western Ave. Apartments.

5. SMOKING - Smoking is NOT permitted in common areas of the property.

6. GARBAGE AND RECYCLING - All trash must be disposed of properly in the trash chutes or dumpsters conveniently around the property. It is mandatory to recycle in The Western Ave. Apartments. Recycling collection sites are located adjacent to each dumpster for newspaper, glass, cardboard, and metal cans. Glass and cans must be rinsed out. Each apartment has been provided with one recycling bin. Any bin that is not left at the end of the tenancy will be charged against your security deposit.

7. LITTERING - Residents and guests shall not litter the common areas or grounds of the complex. Personal property (bicycles, strollers, etc.), may not be left in the hallways or chained to trees, etc. Such items may be considered abandoned and disposed of by the management.

8. BALCONIES AND YARDS - Residents shall not store garbage on their balconies or yards. Residents shall not hang laundry outside. For safety reasons, please do not hang or place plants directly on top of balcony railings. All yards and balconies must be kept neat and clean.

9. SERVICE REQUESTS - All service and maintenance requests will be handled as promptly as possible. Please submit all service requests in writing by email or in the office mailbox. Requests should not be made directly to the maintenance staff, as this will upset the system we have in place to best serve our residents. If you have an emergency maintenance request after or before office hours, please contact our emergency number. Feel free to use this number anytime you are unable to contact the office with an emergency. Our answering service person will take your name, telephone number, and apartment number and relay your request to the maintenance personnel. Please do not use the emergency number for routine matters.

10. KEYS - Lost keys will be replaced at a cost of \$15.00 each. Occasionally, a resident may wish to have his/her lock changed, the charge for this is \$25.00. If you get locked out of your apartment during normal business hours, we will be happy to open the door at no charge as soon as possible. After normal business hours and on weekends there is limited lockout service available. Monday through Friday between 4:00pm and 9:00pm, and on weekends/Holidays between 9:00am and 4:00pm, lockout service is available for a charge of \$35.00. Monday through Friday between 9:00pm and 9:00am, and on weekends/Holidays between 4:00pm and 9:00am, lockout service is available through our locksmith only and the charge is \$75.00.

11. PARKING -

A. All vehicles must be parked in a designated parking space.

B. Any vehicle parked in a non-designated area, such as the fire lane, or in front of a dumpster will be towed at the vehicle owner's expense without further notice. If a permit has been issued to that car, it may be revoked and all parking privileges suspended.

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- C. Any resident car, with or without a resident sticker, parked in such a space will be towed at the vehicle owner's expense.
- D. Only vehicles with valid Western Ave. Apartment Parking Permits may park in resident parking areas. Cars parked without permits are subject to towing at the vehicle owner's expense.
- E. All permits remain the property of The Western Ave. Apartments. The landlord reserves the sole right to revoke any permit from any tenant not observing the parking regulations.
- F. No repairs (including washing of cars and changing oil) may be done to vehicles anywhere on The Western Ave. Apartment's property.
- G. No double parking (end to end) is allowed anywhere.
- H. All vehicles must be registered and insured

12. **SMOKE DETECTORS** - All smoke detectors have been checked to ensure that they are working when a tenancy begins. Residents agree to notify management in the event there is any problem with either the smoke detector and/or emergency lighting/smoke detectors in the common hallway. If we find a smoke detector vandalized, or removed, the tenant will be charged \$50.00 plus the cost of materials for putting the smoke detector back into working order. Smoke detectors and other fire safety equipment are provided for your safety as well as the safety of others. We reserve the right to prosecute to the full extent of the law in the event you or your guests vandalize any fire safety equipment. We reserve the right to check your smoke detector when performing other maintenance in your apartment, or at other times during your tenancy. If your smoke detector is found to be not working properly during one of these checks, it will be repaired and you will be charged.

13. **MOVING** - Moving in and out of apartments is permitted between the hours of 8:30am and 5:00pm. Cars and trucks are not permitted on the curbs, sidewalks, etc. while you are moving in or out, and are subject to towing without further notice. Any damage to the common areas caused by your moving will be charged accordingly.

14. **GYM AND BAR-B-QUE** - Please see the most updated Rules and Regulations. Hours and Rules will be posted within the complex. NO ALCOHOLIC BEVERAGES OR FOOD OR SMOKING IS PERMITTED ANYWHERE IN THE PUBLIC AREAS OR GYM.

15. **PET POLICY** - One small pet under 20 lbs are permitted with management approval. Please see the Pet agreement for rules and regulations governing pets. Any animal found in either the common hallways or on the grounds is subject to immediate removal by a member of RFLA Staff. Any animals found will be turned over to the town or an animal shelter. An animal will neither be returned to any resident, nor to any neighbor. If we have become aware for any reason of an animal living in an apartment without written approval, the tenants shall receive a written notice immediately that they have five (5) days to remove the animal, or eviction proceedings will commence.

16. **DELIVERIES** - The Management Office is not responsible for any loss or damages resulting from the delivery of residents' packages to the office in the case that the residents are not home. Residents are free to request that packages not be left at the office.

17. **SALES & SOLICITING** - All sales and soliciting are strictly prohibited on The Western Ave. Apartments property.

18. **DAMAGE TO THE APARTMENT/COMMON AREAS** - Tenants will be strictly held responsible for damages in their apartments and to the common areas. You are also responsible for any damage done by your guests. A written bill will be sent shortly after the damage is noticed and payment is expected promptly upon receipt. Further, maintenance that is required beyond usual wear and tear will be charged to the tenants (this includes toilet back ups because of improper use, holes in walls, etc.).

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19. MOVE OUT PRIOR TO THE EXPIRATION OF LEASE - Each tenant must realize that moving out prior to the expiration of the lease does not release such tenant or any guarantor if applicable. This means you are each responsible for the actions of your roommates. The Landlord does not differentiate between you individually, with respect to this you are all treated as a group. If you move out prior to the expiration of the lease, you must notify the office in writing and return your keys. You will remain responsible for payment of rent and other charges until the earlier of the original expiration of your lease, or our leasing the apartment to a new tenant who takes possession. In addition, you may be held responsible for leasing costs that may include but are not limited to cleaning the apartment, painting, advertising, etc. If you move out and fail to pay rent the management/owners may go to court and obtain a judgement for monetary damages against the tenant and/or the guarantors of the lease.

20. SECURITY DEPOSIT REFUNDS - Apartments will be inspected for damages shortly after the tenants vacate the apartment. Security Deposit refunds will be made in the name of the tenant/guarantor on the lease, unless we receive a form (available in the office) indicating to whom the check should be made payable. In no event will we issue separate checks. It is important that you give us a forwarding address for the check. Failure to give us a forwarding address may delay return of your Security Deposit. Security Deposits will be return within (21) days from move out.

21. SUGGESTIONS - We welcome all constructive criticism of any policy we may have, and welcome your suggestions for improving the overall quality of living at The Western Ave. Apartments. Please feel free to call upon the Manager with your thoughts.

22. WESTERN AVE. GROUP STAFF - It is the policy of the owners and management to be responsive and courteous. If you feel someone has been rude or unreasonable please contact Lee Johnson at 310-892-2244.

23. CHANGES TO RULES AND REGULATIONS - The landlord reserves the right to change and/or amend these rules and regulations at any time.

GENERAL RULES

1. The gym and bar-b-que areas are to be used only between the hours of 8:00 A.M. and 8:00 P.M. This is subject to change per posted signage by management.
2. The gym is reserved exclusively for use of residents of the building and their guests.
3. Children under the age of Sixteen (16) shall not use gym without an adult in attendance.
4. No food may be served or eaten in or around the gym area at any time without Owners/Agent's consent. Refreshments must be served in unbreakable containers.
5. No alcoholic beverages shall be served or consumed in or around the public area of the complex at any time. No person under the influence of alcoholic beverages is permitted in or near the gym.
6. Running and jumping, "horseplay," fighting, boisterous or dangerous conduct, and/or any noisy behavior disturbing to the other residents, is forbidden in or around the complex or gym areas.
7. No radios, record players, or other musical instruments may be used in or around the complex or gym area without the consent of Owner/Agent.
8. Residents and their guests are required to be properly attired always, going to and from and in or around the complex and gym areas.
9. Residents and guests will place their own towels over furniture when using suntan oil or other lotions.
10. No smoking is allowed at the property

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11. No trainers or professional classes are allowed or are being hired in the complex or gym
12. Persons using the gym facilities do so at their own risk.
 - Owner/Agent is not responsible for accidents or injuries during the misuse of equipment.
 - Owner/Agent is not responsible for articles unattended, lost, damaged or stolen within the gym.

3.2.2.4 Addendums

The need for lease addendums may arise. RFLA will use standard lease addendum forms for any case that may arise.

3.2.3 Leasing Timeframe / Vacancy

The full leasing of the apartments is expected to take approximately six months from the completion of the building.

3.3 Rental Prices

The rental rates shall be as follows: Approximately \$1,500.00/month. Utilities will be paid by tenant.

3.4 Maintenance and Repairs

It is our goal at RFLA to respond to all maintenance and repair requests with prompt and courteous service. The building and premises shall also remain in Repair requests will be able to be made through the following methods.

1. Management office: Requests can be submitted in person at the management office during business hours or a note can be dropped off in the office mailbox.
2. Website - Requests can be submitted through our website under resident services or emails can be sent directly without going through the website.
3. Emergency phone line - There will be a 24-hour emergency line in which our staff can be alerted and respond to any emergency call 24 hours/day. Routine maintenance will be done by our on-site maintenance technician and shall include maintaining and/or replacing when necessary the following items.
 - Light bulbs.
 - Lock and door mechanisms. This includes changing batteries in the apartment electronic door systems.
 - Gym maintenance.
 - AC filter cleaning in each apartment.
 - Any common area equipment maintenance that is not maintained by specialty vendors.
 - All common area painted surfaces.
4. Specialty vendor maintenance. The following systems shall be maintained and repaired by specialized companies.
 - Elevator systems.

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- Fire sprinkler, standpipe, alarm and extinguisher systems.
- Hot water heater systems.
- Solar panel systems.
- Garage gate.

3.5 Accounting

Accounting Services: RFLA Staff will keep accurate records of all appropriate accounting

of operations. **4.0 Services/Amenities**

At RFLA, it is important for The Western Ave. Apartments to be more than just an apartment building. We intend on providing services and amenities which will create a unique living environment for every tenant.

4.1 Leasing/Management Office

RFLA will maintain a management/leasing office on the premises. Instead of having an outside leasing company who will not maintain an on-site presence, we at RFLA prefer an on-site staff to be available for day-to-day operations and to cater to our tenants.

4.1.1 Rent Payment Conveniences

To provide the most options for tenants, The Western Ave. Apartments will accept the following forms of payments.

1. Cashiers check, money order or personal check (personal check not accepted for initial move-in).
2. Automatic debit through a bank.
3. Credit Card (most major credit cards will be accepted)

4.2 Unit Features

Each of the apartments is not more than 350 interior sq. ft. but will offer the following features:

- 1- Each apartment will have a use of teh 4000 sf rooftop or will have a balcony or yard with outdoor space.
- 2- Each apartment is equipped with its own full bath.
- 3- Kitchenette: Each apartment includes a small refrigerator, range, a microwave and garbage disposal.
- 4- Technology package: Each apartment is pre-wired for cable, phone and internet. For a fee High speed internet will be available for immediate use in each apartment upon move-in through an owner installed system but there will also be the choice of alternate utility companies.
- 5- Vinyl Wood flooring for easy care and longevity.

4.3 Disability Access

Western Ave. Apartments will be disability accessible and adaptable as required per the current A.D.A. standards for this type of housing.

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4.4 Business Center

RFLA will provide a technology center when able, with up-to-date features. The business center will enable tenants to access a computer with internet access, a printer, copying services and potential additional services.

4.5 Internet Access

The Western Ave. Apartments will provide, for a fee, all residents access to internet upon moving in. We will combine hard-wired internet connections with a wireless system for entire building coverage. Our system will enable tenants to access the internet upon move-in without the standard waiting time typically required for utility companies.

4.6 Safety Features

Keeping with RFLA's mission, Western Ave. Apartments will be a community that residents will feel safe knowing that there is locked, gated access to the building in addition to security cameras monitoring the building areas and state-of-the-art electronic apartment keys.

4.6.1 Gated Access

The main pedestrian gate will be locked and will offer residents a keyless access code to enter. Non-residents will use the intercom system to call residents to enter the building. The garage gate will require a remote transmitter to enter.

4.6.2 Security Cameras

The Western Ave. Apartments will be equipped with high-tech security cameras on all entrances and exits and several common areas. This system will also allow tenants to access a camera at the main entrance to see visitors at the intercom.

4.6.3 Electronic Apartment Keys

The Western Ave. Apartments will use state-of-the-art electronic apartment keys. These keys will provide advantages for safety and security. It is virtually impossible to duplicate them by unauthorized personnel. In addition, it provides security for tenants and RFLA alike in the ability to check which keys were used for recent access to any apartment.

4.9 Gym

RFLA will provide tenants with a Gym when able which will feature amenities that may be used by all tenants and guests accompanied by tenants.

5.0 Marketing

RFLA will use a comprehensive marketing plan to advertise to as many people as possible. This will include:

1. Website and building signage.
2. Local and Southern California advertising.
3. National advertising.
4. Open houses.

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5.1 Website and Building Signage

- The Western Ave. Apartments will have a marketing name with a professionally designed website and branding specific to the building which will offer details and pictures of the apartments and surroundings. It will promote not only living at the building, but living in Gardena. The website will also be listed in search engines for maximum visibility.
- There will be appropriate and attractive building signage to attract people to the building.

5.2 Local and Southern California Advertising

- Advertisements will be placed in well-known and respected online advertising companies such as www.Apartments.com and www.craigslist.com.
- Advertisements will be placed in local newspapers and regional newspapers such when necessary.
- Advertisements will be placed in magazines which cater to apartment buildings such as the "Apartment Magazine".
- Advertisements will be in Spanish as well as English to reach as many people as possible.
- Local businesses will be contacted by mailings or flyers.

5.3 National Advertising

In anticipation of housing needs of people moving to the Gardena area from around the country, we will advertise in some online national advertising companies.

5.4 Open House

We will conduct open house during the initial six-month period and whenever needed. In addition to specific open houses we will have the Leasing/Management office open during the week for tours of the property.